BRUHAT BANGALORE MAHANAGARA PALIKE

REQUEST FOR PROPOSAL

Restoration of Road Cut portion done by BWSSB, BESCOM, GAIL, KPTCL and Other Agencies "On Back to Back Road Restoration Basis" in Bruhath Bengaluru Mahanagara Palike Limits in Yelahanka Zone

Nov-2018

OFFICE OF THE

EXECUTIVE ENGINEER
ROAD INFRASTRUCTURE-
TRAFFIC ENGG CELL
BRUHAT BANGALORE MAHANAGARA PALIKE
BANGALORE

PH: 9480684454

Firm/Agency

Executive Engineer

Disclaimer

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the BBMP or any of its employees or advisors/Consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the BBMP to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BBMP in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may required.

This RFP may not be appropriate for all persons, and it is not possible for the BBMP, its employees or advisors/ Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

Each Bidder should, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The BBMP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The BBMP, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. The BBMP also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The BBMP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the BBMP is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the **BBMP reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BBMP or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the BBMP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Firm/Agency

Executive Engineer

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Firm/Agency

Executive Engineer

BRUHAT BANGALORE MAHANAGARA PALIKE

No: EE/RI-TEC /TEND/06/18-19

Office of the, Executive Engineer,
Road Infrastructure- TEC
N R Square, Bangalore-02,
Date: 09.11.2018

SHORT TERM TENDER NOTIFICATION
REQUEST FOR PROPOSAL
(Through e–Procurement only)

1. Bruhat Bangalore Mahanagara Palike (BBMP) proposes to avail services of Contractors/ Firms/Companies for **"Restoration of Road Cut portion done by BWSSB, BESCOM, GAIL, KPTCL and Other Agencies "On Back to Back Road Restoration Basis" in Bruhath Bengaluru Mahanagara Palike Limits in Yelahanka Zone"**
2. The Executive Engineer (Traffic Engineering Cell-Road Infrastructure), BBMP, Bangalore on behalf of the Commissioner, BBMP invites competitive bids from reputed firm /Agencies for **"Restoration of Road Cut portion done by BWSSB, BESCOM, GAIL, KPTCL and Other Agencies "On Back to Back Road Restoration Basis" in Bruhath Bengaluru Mahanagara Palike Limits in Yelahanka Zone".**
3. Proposals shall be submitted separately for each of the following Zones along with respective EMD and application fee.
4. Other details can be seen in the RFP documents:

Sl. No.	Details of Packages	EMD, Rs. Lakhs	Period
1	East Zone	5.00 Lakhs	24 Months (Renewable every 12months based on performance)
2	West Zone	5.00 Lakhs	24 Months (Renewable every 12months based on performance)
3	South Zone	5.00 Lakhs	24 Months (Renewable every 12months based on performance)
4	Rajarajeshwarinagar Zone	5.00 Lakhs	24 Months (Renewable every 12months based on performance)
5	Mahadevapura Zone	5.00 Lakhs	24 Months (Renewable every 12months based on performance)
6	Dasarahalli Zone	5.00 Lakhs	24 Months (Renewable every 12months based on performance)
7	Yelahanka Zone	5.00 Lakhs	24 Months (Renewable every 12months based on performance)
8	Bommanahalli Zone	5.00 Lakhs	24 Months (Renewable every 12months based on performance)

Note:

I. Tenderer shall upload all the Signed, Sealed and Scanned Copies of Certificates pertaining to their Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. No Physical Documents shall be considered. All the Participants shall

produce all the Original Documents for Verification whenever necessary.

II. The Tenderer should have experience in road restoration work/Road construction works/Footpath works/Road side drain works and should have completed one work related to road construction Amount not less than Rupees 100 Lakhs in the last 5 years.

III. The Tenderer should have Annual turnover not less than Rupees 200 Lakhs in any 2 years in the last 5 years.

IV. **The Tenderer should have his own hot mix plant in Bangalore city and shall produce Authentic invoices and necessary documents.**

V. The tender will be on least cost basis.

VI. For those Tenderer whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.

VII. The BBMP reserves the right to reject any or all of the Tenders without thereby incurring any Liability or Obligation to inform the Tenderers of the Reasons for such action.

VIII. Tenderer may obtain further information at the Office of **Executive engineer (Traffic Engineering Cell), Road infrastructure, Bruhat Bangalore Mahanagara Palike, N.R. Square, Bangalore – 560002., Mobile: 9480684454** on all working days between working hours.

IX. Corrigendums / Modifications / Corrections, if any, will be published in the Website only.

X. For Details, Registration and e – Payment, visit GOK e – Procurement Website www.eproc.karnataka.gov.in or contact e – Procurement Helpdesk at 080 – 25501216 / 25501217.

Calendar of Events:

• Availability of Tender Document in e-procurement portal from	: 13.11.2018 onwards
• Last date for receipt of queries	: 17.11.2018 up to 1500 hrs.
• Date of Pre-bid Meeting	: 19.11.2018 @ 1600 hrs.
• Last date for submission of Tenders	: 27.11.2018 up to 1600 hrs.
• Date of opening of Technical Bid	: 29.11.2018 at 1630 hrs.
• Date of opening of Financial Bid	: Will be intimated to Tenderers

- Prospective Bidders who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in.
- For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22485867/22485927.
- The Bruhat Bangalore Mahanagara Palike reserves the Right to Accept/Reject any or all the Bids or cancel the entire bid process without assigning any reasons thereof.
- The Bids should remain valid for 90 Days from the date of submission.
- Further Details can be obtained from the Office of the Executive Engineer (RI-TEC), BBMP, N. R. Square, Bangalore – 560 002 on all Working Days between 3.00 p.m. to 5.00 p.m.

Sd/-
Executive Engineer (RI-TEC)
Bruhat Bangalore Mahanagara Palike

Copy submitted to the :
1. P.S to the Worshipful Mayor for kind information.
2. Commissioner for kind information

BRUHAT BANGALORE MAHANAGARA PALIKE

No: EE/RI-TEC /TEND/~~06~~ 6A /18-19

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Sd/-
Executive Engineer (RI-TEC)
Bruhat Bangalore Mahanagara Palike

Copy submitted to the :

1. P.S to the Worshipful Mayor for kind information.
2. Commissioner for kind information

3. Special Commissioner (Projects) for kind information
4. Additional Commissioner(Projects) for kind information
5. Council Secretary to bring to the notice of the Standing Committees, Town Planning and Major Works Committee.
6. Engineer – in – Chief for kind information.
7. Chief Engineer (Road Infrastructure) / Environment/ Markets/East zone/ South zone/ North zone/ Rajarajeshwari Nagar zone / Yelahanka zone / Dasarahalli zone/ Mahadevpura zone/ Byatarayanapura zone/ (SWD) for kind information.
8. Superintending Engineer (Road Infrastructure) /Rajarajeshwarinagar / Yelahanka / Dasarahalli / Mahadevpura / Byatarayanapura for kind information.
9. The Joint Secretary, UDD (The State Tender Bulletin officer), Vikas Soudha., for kind Information with a request to publish the notification in State Tender Bulletin and to submit copy of publication to this office
10. The Deputy Commissioner (The District Tender Bulletin Officer), Bangalore Urban District with a Request to publish the same in the District Tender Bulletin and to submit copy of publication to this office
11. CAO / CFO / Chief Auditor for kind information.
12. I. T. Advisor with a Request to publish the same in the BBMP Website.
13. All Executive Engineers with a request to display in the Notice Boards.
14. A.O (Projects) / Accounts Superintendent / Cashier for necessary action.
15. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English and also publish in national level papers
16. Office Copy.

Sd/-
Executive Engineer
(RI-TEC Division)
Bruhat Bangalore Mahanagara Palike

SECTION 2. INFORMATION TO FIRMS

1. INTRODUCTION

1.1 BBMP will select a Firm among from those who submit the proposals in response to the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Firms are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for Pothole filling services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Firm.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Firm under each phase must be to the Client's satisfaction before work begins on the next phase.

1.4 The Firms must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, Firms are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Firm's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Firms should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 BBMP expects Firms to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Firms shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by BBMP to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing Restoration services for the same project. Conversely, firms hired to provide Restoration services for the preparation or implementation of a project, and any of their affiliates, shall be

disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier Restoration services) for the same project.

(b) Firms or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Firms.

1.7.2 As pointed out in para. 1.7.1 (a) above, Firms may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Firm should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Firm will be hired for the purpose.

1.8 It is GOK/BBMP/BBMP's policy to require that Firms observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK/BBMP:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK/BBMP, and includes collusive practices among Firms (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK/BBMP of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK/BBMP-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK/BBMP-financed contract; and

(e) will have the right to require that, GOK/BBMP to inspect Firm's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK/BBMP.

1.9 Firms shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/BBMP in accordance with the above sub para 1.8 (d).

1.10 Firms shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Firms may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Firms who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Firms are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, Firms are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Firms must give particular attention to the following:

i. If a Firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Firm(s) and/or other Firms or entities in a joint venture or sub-consultancy, as appropriate. Firms may associate with the other Firms invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Firms must obtain the approval of the client to enter into a Joint Venture with Firms not invited for this assignment.

ii. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the Firm.

iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the Firm or have an extended and stable working relation with it

iv. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

v. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

vi. Reports to be issued by the Firms as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section3):

i. A brief description of the Firm's organization and an outline of recent experience on assignments (Section 3B). For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Firm's involvement.

ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iii. A description of the methodology and work plan by which the firm proposes to execute the services, illustrated, as appropriate, with bar charts of activities and graphics, or the program evaluation review technique (PERT) type (Section 3D).

iv. The details of the staff team would be assigned to each staff team member, and their timing (Section 3E).

v. CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.

vi. Details of monthly Activity schedule. (Sections 3H).

vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, Firms are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Firms shall express the price of their services in Indian Rupees.

3.8 The Proposals must remain valid for a minimum of 90 days. During this period, the Firm is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Firms who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, the Firm should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs. The proposals has to be uploaded only through e-procurement portal either scanned copy of the proposal or in pdf format of the proposal.

4.4 -Proposal to be submitted only through e-procurement portal -

4.5 -deleted-

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened by the Tender inviting authority through e-portal. The Financial Proposal shall remain unopened in e-portal till Technical proposals are approved.

Firm/Agency

Executive Engineer

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any Firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee as appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

The Technical bids of only the firms satisfying the following criteria will be evaluated further:

1. The Firm should have a minimum turnover of Rs.2.00 Crore in any 2 years in the last 5 Financial Years.
2. The firm/agency should have in possession at least (a) Hot mix plant (40-60TPH)-1 No, (b) Static Roller-1 No (c) Sprayer-1No (d) JCB-2No, (e) Tipper-2 Nos (f) Walk behind roller-1 No (g) Plate Vibrator-1No. Further, the firms/agency shall procure 1 No of pneumatic roller within 3 months from the date of work order
3. The Tenderer should have experience in road restoration work/Road construction works/Footpath works/Road side drain works and should have completed one work related to road construction Amount not less than Rupees 100 Lakhs in the last 5 years.
4. The Firm should scan Original documents for upload.
5. The Firm shall have liquid assets and / or availability of credit facilities in the form of credit lines / letter of credit / certificates from a nationalized banks for not less than Rs.25.00 Lakhs for meeting the finance request of the project.
6. The firm must have an established office with necessary infrastructure and sufficient manpower and resources required for carrying out Restoration of Road cut portion.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those Firms whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Firms that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.(Will be done as per e-procurement procedure)

5.5 The Financial Proposals shall be opened through e-procurement only publicly in the presence of the Firms' representatives who choose to attend. The name of the Firm, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical

Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Firm will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Firm will initial the agreed contract. If negotiations fail, the Client will invite the Firm whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Firms on the shortlist that they were unsuccessful and return the Financial Proposals of those Firms who did not pass the technical evaluation (para 5.3)

7.2 The Firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.3 The Firm / Agency shall deposit 5% of the total contract value before award of contract.

Firm/Agency

Executive Engineer

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Firms who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

9. PERFORMANCE GUARANTEE & PERFORMANCE CLAUSE

9.1 Performance Guarantee:

Performance Guarantee for an amount equivalent to 25.00 Lakhs of the successful bidder is to be given to BBMP towards Performance of the successful Pothole Filling firm. This Performance Guarantee shall be in the form of Bank Guarantee issued by a Nationalised Bank / Scheduled Bank in the format to be approved by BBMP and shall be submitted at the time executing the agreement which shall be valid for 26 months from the date of agreement.

9.2 Performance Clause:

Firms shall be expected to fully comply with all the provisions of the `Terms of Reference', and shall be fully responsible for Restoration Road Cutting service in accordance with the provisions of the Contract Agreement and other schedules. Any failure of the Firm in notifying to BBMP and the Contractor on non-compliance of the provisions of the Contract Agreement and other schedules by the Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

9.3 In the event of non-performance by the Firm, BBMP will retain the right to encash the Performance Guarantee

DATA SHEET

Information to Firms

Clause Reference	
1.1	The name of the Client is: **BRUHAT BANGALORE MAHANAGARA PALIKE, (BBMP)** Address of the client is **Executive Engineer,** Road Infrastructure – TEC Division BBMP N.R. Square, Bangalore The method of selection is: Least Cost Selection (LCS)
1.2	A Technical and a Financial Proposals are requested: **Yes** The name, objectives and description of the Assignment are: **Name: Restoration of Road Cut portion done by BWSSB, BESCOM, GAIL, KPTCL and Other Agencies "On Back to Back Road Restoration Basis" in Bruhath Bengaluru Mahanagara Palike Limits in Yelahanka Zone.** The primary objective of the client for hiring the services of the Firm is to: • **Road Cutting and Road Restoration System** • To provide free roads to the citizens and road users • To reduce accidents and delays because of **Road Restoration Basis.** **Description:** as given in section 5, terms of reference
1.3	The Assignment is phased: **Yes**
1.4	A pre-proposal conference will be held: **Yes**
1.5	The Client will provide the following inputs: No inputs will be provided by the client except for available data and reports
1.72	The Client envisages the need for continuity for downstream work: **Yes** The BBMP may extend the services of the firm for another term of 1 year at the discretion of BBMP

1.11	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested upto seven days before the submission date. The address for requesting clarifications is: **Executive Engineer,** Road Infrastructure – TEC Division BBMP N.R. Square, Bangalore
3.1	Proposals should be submitted in the following language(s): **English**
3.3	(i) Shortlisted Firm may associate with other shortlisted Firm: NO The minimum required experience of proposed key professional staff is: 1. **Project manager Cum Highway Engineer:** This is the senior most position and the expert engaged as the project Manager shall be responsible for entire project implementation activities and total project execution. This position requires a Senior Engineer who shall be graduate in Civil Engineering with minimum experience of 5years in or masters in Highway Engineering with 5 years' experience in highway engineering and he should have handled at least one project of similar nature. 2. **Senior Material cum Quality Control Engineer:** This position requires a graduate in Civil Engineering with minimum of 5 years' experience. He must have at least handled one major Highway Project as Quality Control / Material Engineer in last 3- 5 years. Firm is required to mobilize extra supporting staff, if required, without additional cost Reports which are part of the assignment must be written in the following language: **English**
3.4	(vii) Training is an important feature is this Assignment : **Yes** (viii)Additional information in the technical proposal includes. **Nil**
3.10	Proposals must remain valid **90** days after the submission date i.e. until:
4.3	Firms must submit an original and One [1] additional copy of each proposal.
4.4	The proposal submission address is: - Through e-procurement portal only -
4.5	Proposals must be submitted no later than the following date and time: 25.11.2018, 1600 hrs

Firm/Agency

Executive Engineer

5.1	The address to send information to the Client is: **Executive Engineer,** Road Infrastructure- TEC Road Infrastructure Division BBMP N.R. Square, Bangalore
5.3	Evaluation Criteria 1. The Firm should have a minimum turnover of Rs.2.00 Crore in any 2 years in the last 5 Financial Years. 2. The firm/agency should have in possession at least (a) Hot mix plant (40-60TPH)-1 No, (b) Static Roller-1 No (c) Sprayer-1No (d) JCB-2No, (e) Tipper-2 Nos (f) Walk behind roller-1 No (g) Plate Vibrator-1No. Further, the firms/agency shall procure 1 No of pneumatic roller within 3 months from the date of work order 3. The Tenderer should have experience in road restoration work/Road construction works/Footpath works/Road side drain works and should have completed one work related to road construction Amount not less than Rupees 100 Lakhs in the last 5 years. 4. The Firm should scan Original documents for upload. 5. The Firm shall have liquid assets and / or availability of credit facilities in the form of credit lines / letter of credit / certificates from a Nationalized banks for not less than Rs.25.00 Lakhs for meeting the finance request of the project. 6. The firm must have an established office with necessary infrastructure and sufficient manpower and resources required for carrying out Restoration of Road cut portion. 7. The firm shall carry out additional work without any pre-condition on the rates agreed for each item of work shown in the Schedule-B. **8. A bidder may participate in any number of packages,however he will be awarded maximum of 2 packages only** The number of points to be given under each of the evaluation criteria are: Points i. Specific experience of the Firms related to the Assignment 30 ii. Adequacy of the proposed work plan and methodology in responding to the TOR 15 iii. Qualifications and competence of the professional staff for the Assignment 20 iv. Equipment cum machineries, facilities available and transfer of knowledge 35 Total Points: 100 **The minimum Technical score required to pass is : 75 Points**

Firm/Agency

Executive Engineer

5.1	The address to send information to the Client is: **Executive Engineer,** Road Infrastructure- TEC Road Infrastructure Division BBMP N.R. Square, Bangalore
5.3	Evaluation Criteria 1. The Firm should have a minimum turnover of Rs.2.00 Crore in any 2 years in the last 5 Financial Years. 2. The firm/agency should have in possession at least (a) Hot mix plant (40-60TPH)-1 No, (b) Static Roller-1 No (c) Sprayer-1No (d) JCB-2No, (e) Tipper-2 Nos (f) Walk behind roller-1 No (g) Plate Vibrator-1No. Further, the firms/agency shall procure 1 No of pneumatic roller within 3 months from the date of work order 3. The Tenderer should have experience in road restoration work/Road construction works/Footpath works/Road side drain works and should have completed one work related to road construction Amount not less than Rupees 100 Lakhs in the last 5 years. 4. The Firm should scan Original documents for upload. 5. The Firm shall have liquid assets and / or availability of credit facilities in the form of credit lines / letter of credit / certificates from a Nationalized banks for not less than Rs.25.00 Lakhs for meeting the finance request of the project. 6. The firm must have an established office with necessary infrastructure and sufficient manpower and resources required for carrying out Restoration of Road cut portion. 7. The firm shall carry out additional work without any pre-condition on the rates agreed for each item of work shown in the Schedule-B. The number of points to be given under each of the evaluation criteria are: i. Specific experience of the Firms related to the Assignment — Points 30 ii. Adequacy of the proposed work plan and methodology in responding to the TOR — 15 iii. Qualifications and competence of the professional staff for the Assignment — 20 iv. Equipment cum machineries, facilities available and transfer of knowledge — 35 Total Points: 100 **The minimum Technical score required to pass is : 75 Points**

Firm/Agency

Executive Engineer

6.1	The address for negotiations is: **The Chief Engineer** Road Infrastructure 4th floor, Annexe building No.03 BBMP, N.R. Square, Bangalore
7.2	The Assignment is expected to commence as early as possible

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

3A. Technical proposal submission form.

3B. Firm's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan of performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

Firm/Agency

Executive Engineer

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From:

[Name and Address of Firm]

To:

Executive Engineer,
Road Infrastructure-TEC Division
BBMP
N.R. Square, Bangalore

Sir,

Subject: **Restoration of Road Cut portion done by BWSSB, BESCOM, GAIL, KPTCL and Other Agencies "On Back to Back Road Restoration Basis" in Bruhath Bengaluru Mahanagara Palike Limits in Yelahanka Zone.**

We, the undersigned, offer to provide the Restoration of Road Cutting services for the above in accordance with your Request for Proposal dated *[Date],* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal submitted through e-portal.

If negotiations are held during the period of validity of the Proposal, i.e., before *[Date]* we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive. We

remain,

Yours sincerely, Authorised Signature:
Name and Title of Signatory: Name of Firm:

Address:

Firm/Agency

Executive Engineer

3B. FIRM"S REFERENCES

Relevant Services carried out in the last Five Years that best illustrate qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td colspan="2">Country:</td></tr>
<tr><td colspan="2" rowspan="3">Location within Country:</td><td colspan="2">Name of equipment used</td></tr>
<tr><td colspan="2">Length and area of roads covered</td></tr>
<tr><td colspan="2">Type and Quantity of mix executed in Cum</td></tr>
<tr><td colspan="4">Name of the Client:</td></tr>
<tr><td colspan="4">Address of cleint.:
Name and contact no. of clients in charge</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td colspan="2">Approx. .Value of Services</td></tr>
<tr><td colspan="2">Name of the Associated Firms, if any</td><td colspan="2">associated firms share in the work</td></tr>
<tr><td colspan="4">Details of Equipment used:</td></tr>
<tr><td colspan="4">Narrative description of the project:</td></tr>
<tr><td colspan="4">Description of Actual Services provided by you</td></tr>
</table>

Firm's Name:.....

Firm/Agency

Executive Engineer

3C. FIRM'S COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

FIRM'S NAME:

Firm/Agency

Executive Engineer

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Firm/Agency

Executive Engineer

3E. MACHINE DETAILS AND TEAM COMPOSITION

1. Restoration of Road Cutting available before this tender to be used

Sl. No.	Name	Capacity/output/performance	Description
1.			
2.			
3.			
4.			

2. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			

Firm/Agency

Executive Engineer

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ _____

Nationality:

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page]

_____

Education:

[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

_____

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page.]

Languages:

[For each language indicate *proficiency:* excellent, good, fair, or poor; in speaking, *reading, and writing]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:**_____

[Signature of staff member] ***Day / Month / Year***

Full name of staff member:_____

I hereby give an undertaking to the effect that the above mentioned staff would be available for Karnataka Road Development Corporation Limited during the period of Pothole Filling service.

_____ **Date:**_____

[Signature of authorised representative of the Firm] ***Day / Month / Year***

Full name of authorised representative:_____

3H. ACTIVITY (WORK) SCHEDULE *

A. Work execution:

Firm/Agency

Executive Engineer

Sl No.	Item of Activity (Work)	**Month wise program (in form of Bar Chart) ++ [1st, 2nd, etc. are month from the start of assignment)**											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

++ The program should be for the period of completion of assignment.

B. Completion and Submission of Reports

Reports:*	Programme: (Date)
1. Inception Report	
2. Monthly Progress Report	
3. Final Report	

Firm/Agency

Executive Engineer

Form 6

BANKER'S CERTIFICATE

This is to certify that M/s. _____
is a reputed Company with a good Financial Standing. If the Contract for this work, namely _____(name of the work) is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. _to meet the Working Capital Requirements for executing the above Contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address

*** this Certificate is to be obtained from nationalised or scheduled banks only**

Firm/Agency

Executive Engineer

SECTION 4.

FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial proposal submission form.

4B. Summary of costs

Firm/Agency

Executive Engineer

4A. FINANCIAL PROPOSAL SUBMISSION FORM
(tobe filled only through e-procurement portal only)

[Location, Date]

FROM : (Name of Firm) TO : (Name and Address of Client)

Dear sirs,

Subject: **Restoration of Road Cut portion done by BWSSB, BESCOM, GAIL, KPTCL and Other Agencies "On Back to Back Road Restoration Basis" in Bruhath Bengaluru Mahanagara Palike Limits in Yelahanka Zone.**

Financial Proposal.

We, the undersigned, offer to provide the Restoration of Road Cutting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and financial proposals). Our attached financial proposal is for the sum of [Amount in words and figures]. this amount is inclusive of all taxes

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of the Firm: Address:

Firm/Agency'

Executive Engineer

4B. FINANCIAL BID FORMAT : (To be filled only through e-procurement portal)

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Unit	Rate (Rs)		Amount (Rs)
			In figures	In words	
	Restoration of Road cut Portion by removing and disposing all failed material, trimming of completed excavation to Provide firm vertical faces, cleaning of surface, Strengthening of sub grade, Granular sub base, Wet mix macadam including pre mixing the material with water at OMC, Compaction and finally applying prime coat, (900, 1200 and 1500 mm width of Road cutting) and OPEN GRADED PREMIX CARPET SURFACE (900, 1200 and 1500 mm width of Road cutting) and Semi Dense Bituminous concrete and restoration of rain cuts with specified soil as per the specification and drawing				
1	A. Restoration of road cut portion done by bwssb/bescom /kptcl in roads under bbmp limits (600mm width of road Cutting)	Rmtrs			
2	B. restoration of road cut portion done by bwssb/bescom /kptcl in roads under bbmp limits (750mm width of Road Cutting)	Rmtrs			
3	C. restoration of road cut portion done by bwssb/bescom /kptcl in roads under bbmp limits (900 mm width of road cutting)	Rmtrs			
4	D. Restoration of road cut portion done by bwssb/bescom /kptcl in roads under bbmp limits (1200 mm width of road cutting)	Rmtrs			
5	E. Restoration of road cut portion done by bwssb/bescom /kptcl in roads under bbmp limits (1500 mm width of road cutting)	Rmtrs			

Firm/Agency

Executive Engineer

4B. FINANCIAL BID FORMAT : (To be filled only through e-procurement portal)

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Unit	Rate (Rs)		Amount (Rs)
			In figures	In words	
	Restoration of Road cut Portion by removing and disposing all failed material, trimming of completed excavation to Provide firm vertical faces, cleaning of surface, Strengthening of sub grade, Granular sub base, Wet mix macadam including pre mixing the material with water at OMC, Compaction and finally applying prime coat, Tack coat(900, 1200 and 1500 mm width of Road cutting) and Asphalt layer of Bituminous macadam(900, 1200 and 1500 mm width of Road cutting) and Semi Dense Bituminous concrete and restoration of rain cuts with specified soil as per the specification and drawing				
1	A. Restoration of road cut portion done by bwssb/bescom /kptcl in roads under bbmp limits (600mm width of road Cutting)	Rmtrs			
2	B. restoration of road cut portion done by bwssb/bescom /kptcl in roads under bbmp limits (750mm width of Road Cutting)	Rmtrs			
3	C. restoration of road cut portion done by bwssb/bescom /kptcl in roads under bbmp limits (900 mm width of road cutting)	Rmtrs			
4	D. Restoration of road cut portion done by bwssb/bescom /kptcl in roads under bbmp limits (1200 mm width of road cutting)	Rmtrs			
5	E. Restoration of road cut portion done by bwssb/bescom /kptcl in roads under bbmp limits (1500 mm width of road cutting)	Rmtrs			

Firm/Agency

Executive Engineer

6	F. For attending pit formed by cable agency for laying cable lines by HDD method	Nos			

Note:

(1) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(2) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.

(3) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern

Firm/Agency

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SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

2. OBJECTIVES

3. DETAILED SCOPE OF SERVICES:

4. REPORTS, TIME SCHEDULE AND PAYMENT SCHEDULE

5. SPECIFIC RESPONSIBILITIES OF THE FIRM

6. OBLIGATIONS OF THE CLIENT

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1. BACKGROUND

In BBMP, Presently the road cutting requests of all utility agencies such as BWSSB, KPTCL, BSNL,etc are being processed through the online Multi Agency Road Cutting Coordination System (MARCCS) and these utility service companies such as BESCOM, BWSSB etc restore the road cut portions themselves. However due to improper restoration, roads are found to be rutting in the restored portion or have potholes. This results in slow traffic movement and discomfort to road users and in certain cases potholes result in road accidents.

From the viewpoint of smooth and safe flow of traffic and commuter comfort BBMP has been assigned with the responsibility of according road cutting permissions, collecting restoration charges from the utility agencies for restoring the roads properly in timely manner. Hence BBMP intends to procure the services of an Agency which has required quantity of equipment, labour and material specified at its disposal and can complete the assigned restorations in a timely manner.

Bruhat Bengaluru Mahanagara Palike, (BBMP) through Executive Engineer (TEC Division) on behalf of the Commissioner is undertaking restoration of various roads dug up for laying essential utility conduits and cables by utility provider organisations such as BWSSB, BESCOM etc or the OFC companies in Bangalore city.

2. OBJECTIVES

The primary objective of the client for hiring the services of the Firm is to achieve,

- Restoration of road dug up/cut portions in BBMP limits as per standards specified.
- To eradicate potholes and bad stretches which get produced because of the poor quality of restoration.
- To ensure smooth flow of traffic and commuter comfort

3. DETAILED SCOPE OF SERVICES:

The Nodal Officer-MARCCS, BBMP will electronically forward the "work vouchers" to the Agency indicating and authorising road restoration works to be carried out. From time to time The Agency shall notify the BBMP jurisdictional Engineer and Traffic Police as required to carry out the restoration works as specified.

The works shall be carried out with required signage and safety measures. To execute the restoration of road cut portions, the Agency will provide required equipment and machinery in good working condition including required labour. The required materials as per specification shall also be provided by the agency. The agency will begin and complete the assigned restorations in a timely manner as per schedule/on emergency basis whenever necessary in acceptable quality and with good workmanship.

Restoration Services shall be provided throughout the year including monsoon period and it is binding on the Agency to restore all the road cut portions assigned; in line with specified specifications, conditions and quality within time stipulated. The Agency shall complete the entire stretch that needs to be restored as per the work voucher and no part payment will be

made for the incomplete or partial work done.

3.1. ROAD RESTORATION PROCESS:

This Item shall govern for the restoration of road cut portions.

3.1.1. WORK ALLOCATION

A. BBMP processes online road cutting requests through MARCCS. The online road cutting permission specifies time limit for road cutting and utilities installation. After laying of utilities, the road cut portions will be available for restoration.

B. BBMP MARCCS Nodal officer will electronically issue "work vouchers" for road cut portions to be restored indicating road name, location, length, ready-for-restoration dates of each road cut portion.

C. The Agency to begin the restoration on the assigned date and complete the work by indicated date.

D. BBMP MARCCS Nodal officer can release emergency work vouchers which the Agency is liable to take up on war footing and conclude, while ensuring other scheduled works go on as planned. There will not be any additional payment/remuneration for any emergency works.

3.1.2. SPECIFICATIONS

The Agency shall procure and provide all materials. The Agency shall use materials that meet the requirements of the Specifications For Road and BridgeWorks"(FourthRevision–2001),as corrected in the original issued by the Ministry of Road Transport & Highways (MORT&H), Government of India and published by the Indian Roads Congress(IRC) specifications. The equipment provided should be as specified.

3.1.3. CONSTRUCTION METHODS:

3.1.3.1. General

3.1.3.1.1. Removal and Disposal of excavated Pavement, Base course and sub-base material

Excavated pavement shall be disposed of in a proper manner. Base course and Sub-base material may be removed and stockpiled off of the road surface area for reuse during backfilling, if it meets specifications.

3.1.3.1.2. Traffic Management

Traffic Management should be achieved in consultation with the Traffic Police. The required barrier, signage, Information boards, diversions cones/traffic control devices and flag people need to be deployed on both directions of traffic flow.

3.1.3.1.3. Storage of Construction Equipment and Materials in RoW

The temporary storage of construction equipment and material in the public Right-of-Way in connection with utility projects is permitted, provided such storage shall not block the Movement of the vehicles and Public.

3.1.3.1.4. Safety Precautions

Safety standards relating to the shoring and stabilization of trench sides should be maintained. Open trenches shall be appropriately

barricaded. Trenches left in an open condition shall be marked with Warning signs, barricades and lights.

3.1.3.1.5. Road Closure

Closure of any road, approach, or other access points shall be approved by BBMP and Traffic Police.

3.1.3.1.6. Private property entrance Closures

The use of entrance to adjacent properties should be arranged properly for easy movement. Every effort shall be made to minimize closures and to open with short time. If closure of entrances is required, the service provider shall notify the owners in advance regarding time and period of closure.

3.1.3.1.7. Notice before Beginning Work

No additional notice to either to local BBMP officers or the Police is mandatory for the restoration tasks if the work is being taken up in ward roads during day hours. However the Traffic Police/ The Executive Engineer of the area need to be informed by the Agency carry out restoration work at lYelahanka 1 day in advance

3.1.3.1.8. Accidents

If vehicle accidents or pedestrian incidents occured during restoration works, the occurrence must immediately be reported to the concerned Chief Engineer, EE of the area and the Police station

3.1.3.1.9. Restoration of Property

If Existing pavements, footpaths, curbs, lawns, shrubbery, trees, hedges, walls, fences, buildings, other existing improvements, pavement markings, and signage or any damage shall be replaced immediately or restore to their original Position and conditions.

3.1.3.1.10. Inspection Costs

In case of damage to private property, if the necessary inspection required by the BBMP / Consultant/ any of the agency the same supervision / charges of inspection should be born by the agency. As per the special clause of contract.

3.1.3.1.11. Notice of Completed Work

The Agency shall notify the Nodal Officer – MARCCS, BBMP in writing for each restoration work.

3.1.3.2. Backfilling

3.1.3.2.1. Preparation of Trench

The bottom of the trench shall be prepared with proper compaction. The subgrade of the trench shall be kept free of standing water/ loose material

3.1.3.2.2. No Deformation or Damage to Utility

The restoration work, including backfill, shall be carried out in a manner that ensures no deformation, displacement or damage to the utility / degradation to the structural integrity of the roadway.

3.1.3.2.3. Backfill

Firm/Agency

Executive Engineer

The road cut portion should be backfilled immediately as per the specification.

3.1.3.2.4. Compaction

The subgrade shall conform to the lines, grades and cross-sections as per the drawing approved . The backfill material shall be compacted in successive layers should not to exceeding 150 mm thick. The completed surface shall be free from rutting or other objectionable irregularities.

3.1.3.3. Subbase Preparation

3.1.3.3.1. Subbase Grade and Cross Sections

Subbase material shall conform to the lines, grades, cross sections and thickness as per the approved design and drawing and maintained as per the specification

3.1.3.3.2. Subbase Placement where roller compaction can be implemented

Subbase should be filled and spread, without particle segregation in loose layers not exceeding 150 mm depth.

3.1.3.3.3. Subbase Placement where roller compaction cannot be implemented due to limited width of the excavation

Quarry dust shall be filled in the trench up to base course level and water sprinkled. Care should be taken to avoid any air pockets or voids.

3.1.3.4. Base Course

3.1.3.4.1. **Base Course Grades and Cross Sections**

Base course should be spread in uniform layers as per specification on well prepared surface to achieve the desired density.

3.1.3.4.2. **Compaction Equipment**

Compaction equipment must be on the job site before excavation is started. Compaction equipment must be capable of compacting within the trench width limits to avoid shrinkage and undulations.

3.1.3.5. Top Course

3.1.3.5.1. **Asphalt Replacement Depth**

In the areas where the wearing surface is Flexible Pavement, replace the pavement as per the drawings and Specification.

3.1.3.5.2. **Asphalt Placement**

The road cut portion should be covered with bituminous layer using crushed aggregates of specified grade as mentioned in the approved cross section with a paver finisher

3.1.3.5.3. **Excavation across More than One Traffic Lane**

When road surface damage involves more than one traffic lane, a full width of wearing coat of bituminous layer should be laid.

3.1.4. Final Cleanup

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Roads shall be cleaned after completing the restoration work. If any excess soil / debries remained found extra should be disposed of immediately.

3.1.5. Reporting

The Agency should report the final completion of restoration work with all details such as road length, location and date of completion with all relevant test reports

3.1.6. Measurement

The restoration work carried out by the agency should be measured jointly only after final completion of the work and partially completed work will not be measured.

3.1.7. Payment

Payment will be made as per the clause mentioned in special condition of contract

3.2. Penalties

Agency will be penalized as per the penalty clause mentioned in special condition of contract.

3.3. Minimum Equipment required for service

Sl No	Description of equipment	Qty
1	Hot mix plant (40-60TPH)	1 No
2	Walk behind Roller	2 Nos
3	Static Roller	1 No
4	Sprayer	1 No
5	JCB	2 Nos
6	Tipper	2 Nos
7	Field Compactor	1 No
8	Plate Vibrator	1 No
9	Vibratory Roller	1 No

3.4. Dispute Resolution

The decision of the Commissioner, BBMP, Bangalore shall be final on both the Client and firm in case of any dispute between the Client and the Firm.

4. SPECIFIC RESPONSIBILITIES OF THE AGENCY

The Agency shall be fully responsible for collecting data and information from all BBMP offices comes under BBMP Jurisdiction. All information, data and reports obtained from the BBMP offices regarding restoration work shall be properly reviewed and analyzed by the Firm. The responsibility for the correctness of using such data shall rest with the Firm. All such information collected by the BBMP offices shall be treated as confidential.

The Agency shall be responsible for arranging all machines, labour, materials, necessary site office with required facilities, transportation, equipment supplies, surveys, investigations services should be arranged

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5. OBLIGATIONS OF BBMP

5.1. BBMP will make avail Road Restoration works at its discretion to the Agency.

5.2. BBMP will make on time payments to the Agency for monthly bills only after completing the restoration work as per the tender clause

5.3. Documents

BBMP shall provide all data and reports available for the execution of the work

5.4. Liaison and Access : BBMP shall act as one point contact and provide liaison with other Government agencies and Departments.

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SECTION VI: CONTRACT FOR FIRM'S SERVICES

between

BRUHAT BANGALORE MAHANAGARA PALIKE, (BBMP)

_____

[Name of Client]

and

_____

[Name of Firms]

Dated :

Firm/Agency

Executive Engineer

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____day of the month of _____, 200_____, between, on the one hand, _____(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Firms").

[Note*: If the Firms consist of more than one entity, the above should be partially amended to read as follows:

"...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Firms' obligations under this Contract, namely, _____ and _____(hereinafter called the "Firms.")"].

WHEREAS

(a) the Client has requested the Firms to provide certain Restoration of Road cutting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Firms, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC"); (b) The Special Conditions of contract (hereinafter called "SC"); (c) The following Appendices:

Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: machine specifications and technical details
Appendix D: Deleted
Appendix E: Cost Estimates
Appendix F: Form of Guarantee for Advance Payments and performance security

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.].

2. The mutual rights and obligations of the Client and the Firms shall be as set forth in the Contract; in particular:

(a) The Firms shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Firms in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

* All notes should be deleted in the final text

FOR AND ON BEHALF OF [NAME OF THE CLIENT] By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE FIRMS] By

(Authorized Representative)

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II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Firms consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Firms' rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Firms, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Firms or by any Sub-Firm as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Firms pursuant to this Contract as described in Appendix A; and

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(m) "Sub-Firm" means any entity to which the Firms subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Firms, or a Sub-Firm.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Firms may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Firms, Sub-Firms and their Personnel shall pay all taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Firms shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firms shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Firms, suspend all payments to the Firms hereunder if the Firms fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Firms to remedy such failure within a period not exceeding thirty (30) days after receipt by the Firms of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Firms, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Firms do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Firms (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Firms are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Firm, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a

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selection process or the execution of a contract to the detriment of GOK/BBMP, and includes collusive practice among Firms (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK/BBMP of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Firms**

The Firms may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Firms pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Firms that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Firms may have subsequently approved in writing) following the receipt by the Client of the Firms' notice specifying such breach;

(c) if, as the result of Force Majeure, the Firms are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) the Firms' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Firms shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a

prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firms and equipment and materials furnished by the Client, the Firms shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Firms (after offsetting against these payments any amount that may be due from the Firm to the Client)):

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Firms

3.1 General

The Firms shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firms shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Firms or Third Parties.

3.2 Conflict of Interests

3.2.1 **Firms Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Firms pursuant to Clause GC 6 hereof shall constitute the Firms' sole remuneration in connection with this Contract or the Services and the Firms shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Firms shall use their best efforts to ensure that any Sub-Firms, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Firms, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Firms shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Firms in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Firms and Affiliates not to engage in Certain Activities

The Firms agree that, during the term of this Contract and after its termination, the Firms and any entity affiliated with the Firms, as well as any Sub-Firm and any entity affiliated with such Sub-Firm, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

The Firms shall not engage, and shall cause their Personnel as well as their Sub-Firms and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in GOK/BBMP which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Firms, their Sub-Firms and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be Taken Out by the Firms

The Firms (i) shall take out and maintain, and shall cause any Sub-Firms to take out and maintain, at their (or the Sub-Firms', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

3.5 Accounting, Inspection and Auditing

The Firms (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 Firms' Actions Requiring Client's Prior Approval

The Firms shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Firm and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Firms shall remain fully liable for the performance of the Services by the Sub-Firm and its Personnel pursuant to this Contract; and

(b) Changing or modifying or brining the new pothole filling machine during the contract;

(c) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Firms shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.8 Documents Prepared by the Firms to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software

prepared by the Firms for the Client under this Contract shall become and remain the property of the Client, and the Firms shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Firms may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Firms by the Client, or purchased by the Firms with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Firms shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Firms, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. Firms' Personnel and Sub-Firms

4.1 General

The Firms shall employ and provide such qualified and experienced Personnel and Sub-Firms as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Firms' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Firms by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Firms, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 **Approval of machine**

The machine as listed in Appendix C are hereby approved by the Client. Any modifications to the machine or replacing the machine will need prior approval from the client and any such replacement shall be of better and newer or new machine than the existing one.

4.4 **Working Hours, Overtime, Leave, etc.**

(a) Working hours and holidays for Key Personnel are set forth in Appendix C.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Firms' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Firms who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Replacement of machine**

(a) Except as the Client may otherwise agree, no changes shall be made to the machine. If, for any reason beyond the reasonable control of the Firms, it becomes necessary to replace any of the machines, the Firms shall forthwith provide a replacement which shall be of better and newer or new machine than the existing one.

(b) If the Client (i) finds that the machine so procured and put to work is not performing satisfactorily and is not capable of executing work properly then the Firms shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement which shall be of better and newer or new machine than the existing one. Such replacement will not attract any additional payments and the firm must replace in an agreed time and at no time the work must hamper in such process.

4.6 **Resident Project Manager**

If required by the SC, the Firms shall ensure that at all times during the Firms' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Firms and the Personnel and any Sub-Firms employed by the Firms for the Services from any requirement to register or obtain any permit to practice their profession or to establish them selves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Firms, Sub-Firms and Personnel any such other assistance as may be specified in the SC.

5.2 **Access to Land**

The Client warrants that the Firms shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Firms and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Firms or any Sub-Firm or the Personnel of either of them.

5.3 **Services, Facilities and Property of the Client**

deleted.

5.4 **Payment**

In consideration of the Services performed by the Firms under this Contract, the Client shall make to the Firms such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. **Payments to the Firms**

6.1 **Cost Estimates; Ceiling Amount**

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Firms shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Firms in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is .....]

[1.4.1 The addresses are:

Client:

Attention : _____

Cable address : _____
Telex : _____
Facsimile : _____
E-mail : _____

Firms:

Attention : ----------
Cable address : _____
Telex : _____
Facsimile : _____
E-mail : .....

[Note[1] : Fill in the Blanks]

[1.4.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of telexes, 24 hours following confirmed transmission;
(c) in the case of telegrams, 24 hours following confirmed transmission; and
(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client: _____
For the Firms: __

[Note: Fill in the Blanks]

[1.7.1 The Firms, Sub-Firms and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of

such tax as may be lawfully imposed.]

[2.1 The effectiveness of contract shall be on the date of agreement

[2.2 The time period shall be 10 days

[2.3 The time period shall be 12 months

[3.4 The risks and the coverages shall be as follows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Firms or their Personnel or any Sub-Firms or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, of Rs 25 lakhs for the period of services.

(c) Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.

(d) Client's liability and workers' compensation insurance in respect of the Personnel of the Firms and of any Sub-Firm, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Firms' property used in the performance of the Services, and (iii) any documents prepared by the Firms in the performance of the Services.]

[Note: Fill in the blanks and delete what is not applicable.]

[3.6(c) The other actions are:

"(i) taking any action under a civil works contract designating the Firms as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".]

[3.8 The Firms shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[4.6 Note: If there is a resident project manager, state here: "The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6." If there is no such manager, delete this Clause SC 4.6 from the SC.]

[5.1 Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1 from the SC.]

[6.1(b) The ceiling amount of contract is: _Rs._____]

[6.2(b) (1) It is understood (i) that the remuneration rates shall cover such salaries and allowances as the Firms shall have agreed to pay to the Personnel as well as factors for social charges, overhead, and Firms' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month).

(3) The rates for Personnel are set forth in Appendix E]. [6.2(c) The reimbursable expenditures shall be the following:

(1) nil

[6.4(a)The following provisions shall apply to the advance payment and the advance payment guarantee:

(1) An advance payment of 10% of the contract value shall be made within 15 days after receipt of advance payment guarantee. The advance payment will be set off by the Client in equal installments against the statements for the first 6 months of the Service until the advance payment has been fully set off.

(2) The bank guarantee shall be for an amount of 10% of the contract value

[6.4(e) The account is: ----------]

7.2 Disputes shall be settled by arbitration in accordance with the following provisions :

7.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner

within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Firms shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 **Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 **Miscellaneous**

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore. (b)

the English language shall be the official language for all purposes

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: machine specifications and technical details

Appendix D: Deleted

Appendix E: Cost Estimates in Indian Rupees

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 (a) of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Firm" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____dated _____and the same having been unequivocally accepted by the Firm, resulting in a Contract valued at _____for _____Contract (hereinafter called the "Contract")
(scope of work)
and the Client having agreed to make an advance payment to the Firm for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Firm.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Firm to the extent of _____ as aforesaid at any time upto _____@ _____without any demur, reservation, contest, recourse or protest and/or without any reference to the Firm. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Firm and notwithstanding any security or other guarantee that the Client may have in relation to the Firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____and it shall remain in force upto and including _____ _____and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____on whose behalf this guarantee has been given.

Dated this _____day of_____19_____at _____

WITNESS

(Signature)	(Signature)
(Name)	(Name)
(Official Address)	Designation (with Bank stamp)

Attorney as per Power of
Attorney No._____Dated _____

PERFORMAMANCE BANK GUARANTEE

Ref: _____ Bank Guarantee: _____Date: _____

To

WHEREAS **M/s.** (hereinafter called "the firm") has undertaken, in pursuance of Contract No.____dated _____to provide the services on terms and conditions set forth in this Contract for "..... (Hereinafter called the "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the firm shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the firm such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the firm up to a total of **Rs. ..... (25 Lakhs)** such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of **Rs. .....** as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the firm before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the firm shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the firm or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to **Rs. .....** and the guarantee shall remain valid till ..... (3 months beyond the expiry of the contract) unless a claim or a demand in writing is made upon us on or before ..... all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor _____In presence of

Name and Designation: (Name, Signature & Occupation)_____
Name of the Bank : _____
Address _____
(Name & Occupation) :
Date : _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

Firm/Agency

Executive Engineer